

**IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
WESTERN DIVISION**

STEPHANIE CATES,

Plaintiff,

V.

WYATT EARP'S STEAK HOUSE LLC,
ADAM KELLEY, and PAMELA KELLEY,

Defendants.

No. 2:20-cv-02332-TLP-cgc

JURY DEMAND

CONSENT JUDGMENT

Plaintiff Stephanie Cates (“Plaintiff”) and Defendants Wyatt Earp’s Steak House LLC and Adam Kelley (collectively, “Defendants” or “Wyatt Earp”)¹ have submitted this Consent Judgment to the Court as a compromise of Plaintiff’s claims against Defendants. Defendants have been served with the lawsuit and are subject to the personal jurisdiction of this Court.

It appearing to the Court that the parties stipulate and represent that the Plaintiff's cause of action against Defendants relates to alleged violations of the Fair Labor Standards Act ("FLSA") for unpaid wages; and

It appearing to the Court that the Parties stipulate and represent that Plaintiff claims that Defendants owe Plaintiff a compromised amount of Thirty Thousand Dollars (\$30,000.00). This amount represents Plaintiff's full calculation for back wages (\$9,315.00), as well as reduced

¹ On June 10, 2021, the Parties filed a Stipulation of Dismissal of Defendant Pamela Kelley Without Prejudice. (ECF No. 39).

attorneys' fees plus costs (\$13,094.00 in fees and \$1,906.00 in costs)²; and

It appearing to the Court that the parties stipulate and represent that judgment of Thirty Thousand Dollars (\$30,000.00) is a proper compromise resolution of Plaintiff's claims against Defendants; and

It appearing to the Court that the parties stipulate that the consents to this Consent Judgment may be evidenced by signatures in multiple counterparts; and

It appearing to the Court that the Parties stipulate and represent that the Judgment of Thirty Thousand Dollars (\$30,000.00) and the payment of said Judgment shall be made to avoid further litigation, further cost of litigation, trial, and to buy the peace and resolution of the current pending litigation between Plaintiff and Defendants; and

It appearing to the Court that a material requirement of the Consent Judgment is Defendants' agreement to cooperate fully in post-judgment discovery; and

The Court having found that this Consent Judgment shall be a final judgment against Defendants, and that it is the Court's express determination that there is no just reason for delay, and that it is the Court's express direction for the entry of judgment against Defendants.

IT IS HEREBY ORDERED AND ADJUDGED that upon entry of this Consent Judgment, Plaintiff shall have Judgment against Defendants in the amount of Thirty Thousand Dollars (\$30,000.00).

SO ORDERED, this 14th day of June, 2021.

s/Thomas L. Parker

THOMAS L. PARKER
UNITED STATES DISTRICT JUDGE

² Plaintiff's counsel reduced its fees to \$13,094.00 (a reduction of over 45%) in order to facilitate settlement.

Consented to by:

COUNSEL FOR THE PARTIES

HALL & LAMPROS, LLP

/s/ Gordon Van Remmen
Andrew Lampros
Tenn. BPR # 020167
Gordon Van Remmen
Georgia Bar No. 215512
Admitted to Practice in WDTN

400 Galleria Pkwy SE
Suite 1150
Atlanta, GA 30339
Tel.: (404) 876-8100
Fax: (404) 876-3477
alampros@hallandlampros.com
gordon@hallandlampros.com

Attorneys for Plaintiff

Gibson Perryman Law Firm

/s/ Ralph T. Gibson
Ralph T. Gibson
Tenn. BPR # 14861

22 N. Front Street, Ste. 650
Memphis, TN 38103
(901) 843-2466
ralph@gibsonperryman.com

Attorney for Defendants